

1 HEATH & STEINBECK, LLP
2 STEVEN A. HEATH (SBN 250867)
3 ROGER R. STEINBECK (SBN 259024)
4 2500 Broadway, Suite F-125
5 Santa Monica, California 90404
6 Telephone: (424) 238-4532
7 Facsimile: (323) 210-3242
8 saheath@heathsteinbeck.com
rsteinbeck@heathsteinbeck.com

9
10 Attorneys for Plaintiff BTM, LLC,
11 an Arizona Limited Liability Company
12
13

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

BTM, LLC, an Arizona Limited
Liability Company,

Plaintiff,

vs.

WILLIAM P. THOMAS, III, an
individual; FRANK THOMAS, an
individual; CAROLYN THOMAS
WALTERS, an individual; and
BARBARA THOMAS, an individual,

Defendants.

CASE NO.: SACV14 - 00414 JVS (RNBx)

COMPLAINT FOR:

- (1) DECLARATORY RELIEF;
- (2) BREACH OF CONTRACT;
- (3) SPECIFIC PERFORMANCE; AND
- (4) INTENTIONAL INTERFERENCE
WITH CONTRACTUAL
RELATIONS

DEMAND FOR JURY TRIAL

Pursuant to the Court's jurisdiction under 28 U.S.C. §§ 1331, 1332, 1391, 2201,

and 2202, Plaintiff BTM, LLC ("BTM"), by and through its undersigned counsel of

record, files this Complaint against Defendants William P. Thomas, III, Frank Thomas,

Carolyn Thomas Walters, and Does 1 through 25, inclusive, upon knowledge as to itself

2014 MAR 18 PM 3:35

FILED
BY FAX
COPY

1 and upon and information and belief as to all other matters, and alleges for its Complaint
2 as follows:

3 **NATURE OF THE ACTION**

4 1. This action seeks (i) a declaration that BTM has not breached an
5 Authorization Agreement under which it holds the right to manufacture ‘continuation’
6 versions of a classic 1960s sportscar known as the ‘Bill Thomas Cheetah’; (ii) damages
7 for Defendants’ ongoing and wilful breaches of the Authorization Agreement; (iii)
8 specific performance of certain obligations Defendants owe under the Authorization
9 Agreement, namely, delivery of unique and irreplaceable letters that demonstrate the
10 authenticity of the continuation Cheetahs; and (iv) iii) punitive damages for Defendants’
11 ongoing and wilful interference with BTM’s contractual relations.

12 **THE PARTIES**

13 2. Plaintiff BTM, LLC is a limited liability company organized under the laws
14 of the State of Arizona, with its principal place of business in Glendale, Arizona.

15 3. Upon information and belief, Defendants William P. Thomas, III, Frank
16 Thomas, Carolyn Thomas Walters, and Barbara Thomas (collectively, “Defendants”), are
17 all individuals residing within this judicial district.

18 **JURISDICTION AND VENUE**

19 4. BTM brings this action pursuant to 28 U.S.C. §§ 2201 and 2202. The
20 United States District Courts have subject matter jurisdiction over this proceeding
21 pursuant to 28 U.S.C. § 1331..

22 5. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332 because the
23 amount in controversy exceeds the sum or value of \$75,000 exclusive of interest and
24 costs, and because complete diversity exists between BTM and Defendants. Specifically,
25 BTM’s members are all residents of the State of Arizona, and Defendants are all
26 residents of the State of California.

27 6. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because
28 Defendants reside in this district and are subject to personal jurisdiction within this

1 district, and because a substantial part of the events giving rise to this proceeding
2 occurred within this district.

3 **FACTUAL BACKGROUND**

4 7. BTM was formed in 2001 to manufacture an automobile known as the ‘Bill
5 Thomas Cheetah.’ William Thomas, Jr, commonly known as ‘Bill Thomas, Jr.,’ was a
6 tester and manufacturer of high performance automobile parts in the 1950s and 1960s.
7 He designed, manufactured, and sold the Cheetah sports car between approximately 1963
8 and 1966 and, to this day, the Cheetah enjoys a popular reputation among racing car
9 enthusiasts.

10 8. BTM hold the exclusive rights to manufacture ‘continuation’ versions of the
11 Bill Thomas Cheetah (“Continuation Cheetah”). Such rights arise from a written
12 Authorization Agreement that BTM and Bill Thomas Jr. formed in December 2001.
13 BTM’s president Robert Auxier, III first met Bill Thomas Jr. in 1994, and they developed
14 a friendship based on their mutual love of the original Cheetah. That friendship
15 continued over the ensuing years, and led to the execution of the Authorization
16 Agreement on December 28, 2001. A true and correct copy of the Authorization
17 Agreement is attached as Exhibit A to this Complaint and incorporated by this reference
18 as though fully set forth herein. Upon information and belief, Defendants are the
19 assignees of Bill Thomas, Jr.’s rights and obligations under the Authorization Agreement.

20 9. Without limitation, the Authorization Agreement provides BTM with the
21 exclusive right to manufacture and sell 100 Continuation Cheetahs (§ 1) and the
22 exclusive right to use all Cheetah logos (§ 4).¹ BTM also has the right to receive up to
23 100 authentication letters, as required, in order to demonstrate that the car is an authentic
24 reproduction of the original Cheetah design (§ 2). In exchange, BTM is required to pay a
25 ‘royalty’ of \$3,000 per authentication letter (§ 3). Furthermore, BTM has the right to use
26 the Cheetah logo on memorabilia products, such as apparel (§ 6).

27
28

¹ Unless otherwise noted, all sections referenced in this Complaint refer to the
corresponding section in the Authorization Agreement.

1 10. In or around the time the Authorization Agreement was executed, BTM
2 provided Bill Thomas, Jr. with 100 authentication letters for his signature, as well as a
3 locked, fireproof safe in which the letters were to be stored. Mr. Auxier personally
4 witnessed Bill Thomas, Jr. sign the 100 authentication letters and personally provided
5 him with the safe. The Authorization Agreement specifically references this arrangement
6 (§ 2). A sample letter of authorization is attached to this Complaint as Exhibit B.

7 11. From 2001 onwards, BTM performed its obligations under the
8 Authorization Agreement. Between 2001 and 2009, BTM manufactured and sold 30
9 Continuation Cheetahs. For each of these sales, Bill Thomas, Jr. retrieved a letter of
10 authenticity from the safe and provided it to BTM and, in exchange, BTM paid \$3,000
11 for each letter.

12 12. In October 2009, Bill Thomas, Jr. passed away. The Authorization
13 Agreement specifically provides that it inures to the benefit of the parties' heirs (§ 9).
14 Upon information and belief, each of the defendants herein are Bill Thomas, Jr.'s heirs,
15 and/or the assignees of his rights and obligations under the Authorization Agreement.

16 13. Between 2010 and 2012, BTM received no orders for the Continuation
17 Cheetah, most likely due to the recent economic downturn. However, BTM continued to
18 offer the Continuation Cheetah for sale, by, for example, maintaining its website,
19 www.billthomascheetah.com, in which it advertised its ability to manufacture
20 Continuation Cheetahs. Moreover, BTM was prepared and able to meet any orders
21 during that timeframe. Furthermore, during this period, BTM was actively engaged in
22 other business relating to the Cheetah. For example, BTM sold several rolling Cheetah
23 chassis, body packages, and interior packages, and purchased a unique 1965 Super
24 Cheetah 427 Le Mans prototype. Through Mr. Auxier, BTM also continued its efforts at
25 developing a Bill Thomas Cheetah museum / library.

26 14. In 2013, and with the economy picking up, BTM received at least three
27 orders for Continuations Cheetahs, which would otherwise constitute numbers 31, 32,
28 and 33 manufactured and sold under the Authorization Agreement. Accordingly, on

1 April 24, 2013, BTM, through Mr. Auxier, emailed Defendant Frank Thomas to request
2 confirmation as to whom BTM should make out the cashier's check for the
3 corresponding three authentication letters. A true and correct copy of Mr. Auxier's April
4 24, 2013 email is attached hereto as Exhibit C to this Complaint and incorporated by this
5 reference as though fully set forth herein.

6 15. In May 2013, and rather than comply with their obligations under the
7 Authorization Agreement, Defendants instead falsely claimed that BTM had breached the
8 Authorization Agreement and purported to terminate it. Inexplicably, Defendants'
9 purported termination of the Authorization Agreement is premised on the claim that
10 BTM failed to pay the 'royalties' owed for the three recent orders BTM received for
11 Continuation Cheetahs, despite BTM's unequivocal good faith attempt, through Mr.
12 Auxier's April 24, 2013 email to Defendant Frank Thomas, to confirm as to whom BTM
13 should direct the funds. Furthermore, Defendants have refused to provide any further
14 letters of authorization despite BTM's good faith efforts to pay for them.

15 16. Upon information and belief, Defendants' breaches of the Authorization
16 Agreement also extends to the following misconduct:

17 a. In flagrant defiance of the Authorization Agreement (§ 1), Defendants
18 have purported to provide exclusive rights to manufacture Continuation Cheetahs to a
19 third party company based in Ohio, and such company is receiving orders for and selling
20 Continuation Cheetahs;

21 b. In violation of BTM's exclusive rights to receive letters of
22 authentication for each Continuation Cheetah that it manufactures (§ 2), Defendants have
23 been selling such letters in connection with the Ohio-based manufacturer's wrongful
24 manufacture and sale of Continuation Cheetahs;

25 c. In violation of BTM's exclusive rights to use all Cheetah logos (§ 4),
26 Defendants have purported to license the logo to a third party company with a U.S.
27 subsidiary based in New Jersey, and such company is using the logo to manufacture and
28 sell slot cars based on the Cheetah design;

1 d. In violation of BTM's exclusive rights to use all Cheetah logos on
2 memorabilia products (§ 6), Defendants have purported to license the logo to a third
3 party company based in Illinois, and such company is using the logo to manufacture and
4 sell clothing bearing the Cheetah logo; and

5 e. In a clear-cut attempt to cause BTM financial injury, Defendants have
6 intentionally interfered with BTM's existing and prospective contractual relations,
7 resulting in cancelled orders, significant harm to BTM's reputation, and loss of profits.

8 **FIRST CLAIM FOR RELIEF**

9 **(Declaratory Relief)**

10 **(Against All Defendants)**

11 17. BTM repeats and realleges the allegations contained in paragraphs 1 through
12 16 as though fully set forth herein.

13 18. An actual case or controversy exists between BTM, on the one hand, and
14 Defendants, on the other hand, as to whether the Authorization Agreement was
15 terminated on or around May 31, 2013.

16 19. The foregoing controversy should be determined by the Court as BTM and
17 Defendants are unable to resolve the controversy except by judicial intervention.

18 20. In light of the foregoing, pursuant to 28 U.S.C. §§ 2201 and 2202, BTM
19 desires and is entitled to a declaration from the Court that (i) the Authorization
20 Agreement was not terminated on or around May 31, 2013; and (ii) the Authorization
21 Agreement remains in full force and effect.

22 Wherefore, BTM prays for judgment against Defendants, as set forth hereafter.

23 **SECOND CLAIM FOR RELIEF**

24 **(Breach Of Contract)**

25 **(Against All Defendants)**

26 21. BTM repeats and realleges the allegations contained in paragraphs 1 through
27 20 as though fully set forth herein.

28 22. In December 2001, BTM entered into the Authorization Agreement with

1 Bill Thomas, Jr. relating to the manufacture of ‘continuation’ versions of the Bill Thomas
2 Cheetah as described above.

3 23. Upon information and belief, Defendants are the assignees of Bill Thomas,
4 Jr.’s rights and obligations under the Authorization Agreement.

5 24. BTM has performed all covenants and conditions, and each and every one of
6 its obligations, under the Authorization Agreement, except to the extent such
7 performance was waived, excused, or prevented by reason of Defendants’ acts and/or
8 omissions.

9 25. Defendants have breached their obligations under the Authorization
10 Agreement by, among other things, engaging in the following misconduct:

11 a. Defendants have purported to provide exclusive rights to manufacture
12 Continuation Cheetahs to a third party company based in Ohio, and such company is
13 receiving orders for and selling Continuation Cheetahs;

14 b. In violation of BTM’s exclusive rights to receive letters of
15 authentication for each Continuation Cheetah that it manufactures (§ 2), Defendants have
16 been selling such letters in connection with the Ohio-based manufacturer’s wrongful
17 manufacture and sale of Continuation Cheetahs;

18 c. In violation of BTM’s exclusive rights to use all Cheetah logos (§ 4),
19 Defendants have purported to license the logo to a third party company with a U.S.
20 subsidiary in New Jersey, and such company is using the logo to manufacture and sell
21 slot cars based on the Cheetah design; and

22 d. In violation of BTM’s exclusive rights to use all Cheetah logos on
23 memorabilia products (§ 6), Defendants have purported to license the logo to a third
24 party company based in Illinois, and such company is using the logo to manufacture and
25 sell clothing bearing the Cheetah logo.

26 26. In addition to the above-described breaches of express obligations imposed
27 upon Defendants under the Authorization Agreement, said breaches also constitute
28 breaches by Defendants or the implied covenant of good faith and fair dealing contained

1 herein. The Authorization Agreement contained an implied covenant of good faith and
2 fair dealing, by which neither party to the contract may do anything to deprive the other
3 party of the rights, benefits, and protections of the Authorization Agreement.

4 27. By virtue of the conduct described above, Defendants have breached the
5 implied covenant of good faith and fair dealing contained in the Authorization
6 Agreement.

7 28. BTM has suffered, and will continue to suffer, damages in an amount to be
8 proven at trial, proximately caused by Defendants' above-described wrongful conduct,
9 including, without limitation, considerable and ongoing lost profits and opportunities,
10 and BTM's out-of-pocket payment of fees to its counsel retained to enforce the
11 Authorization Agreement.

12 Wherefore, BTM prays for judgment against Defendants, as set forth hereafter.

13 **THIRD CLAIM FOR RELIEF**

14 **(Specific Performance)**

15 **(Against All Defendants)**

16 29. BTM repeats and realleges the allegations contained in paragraphs 1 through
17 28 as though fully set forth herein.

18 30. The Authorization Agreement is a just and reasonable contract and is
19 supported on both sides by adequate consideration.

20 31. BTM's remedy in damages or in an action at law for Defendants' breach of
21 the Authorization Agreement will be inadequate to protect BTM's rights to manufacture
22 and sell Continuation Cheetahs and deliver letters of authentication to its customers. As
23 such, the Authorization Agreement is a specially-enforceable contract.

24 32. The Authorization Agreement explicitly provides that BTM is entitled to up
25 to 100 letters of authentication upon payment of the 'royalty' of \$3,000 for each letter
26 that BTM requests. The letters of authentication are unique, having been signed by Bill
27 Thomas, Jr. for the specific purpose of being provided to BTM upon BTM's request.
28 Moreover, given Bill Thomas, Jr.'s death in October 2009, such letters are irreplaceable.

33. Defendants have possession, custody, and/or control of the letters of authentication described in the Authorization Agreement and referenced in this Complaint above.

34. Defendants have breached the Authorization Agreement as described in detail above, and by failing to deliver the letters of authentication to BTM upon BTM's request for such letters and attempted tender of payment for the same.

35. BTM has fully performed all duties, obligations, covenants, and conditions required of it under the Authorization Agreement, except to the extent such performance was waived, excused, or prevented by reason of Defendants' act and/or omissions.

36. In light of BTM's inadequate remedy at law, the fact that Defendants' conduct and wrongful retention of the letters of authentication will produce a great or irreparable injury to BTM, and the fact that any judgment in this action based purely on monetary relief will be ineffectual and/or insufficient to compensate BTM for the harm it has suffered, BTM is entitled to an order for specific performance requiring Defendants, and each of them, to deliver to BTM the letters of authentication as set forth in the Authorization Agreement.

Wherefore, BTM prays for judgment against Defendants, as set forth hereafter.

FOURTH CLAIM FOR RELIEF

(Intentional Interference With Existing Contractual Relations – Customers)

(Against All Defendants)

37. BTM repeats and realleges the allegations contained in paragraphs 1 through 36 as though fully set forth herein.

38. As alleged above, in 2013, BTM received at least three orders for Continuation Cheetahs and entered into valid contractual relationships with customers for the manufacture and sales of the Cheetahs.

39. At all material times, Defendants were aware of the contracts between BTM and its customers, because BTM specifically informed Defendants of them and requested letters of authentication corresponding to the orders.

40. Upon information and belief, Defendants engaged in acts designed to interfere with and/or disrupt BTM's contractual relationships with its customers. For example, Defendants refused to provide BTM with letters of authentication for its orders with the specific intent of disrupting customer relationship and/or hindering BTM's fulfillment of the orders.

41. BTM has suffered, and will continue to suffer, damages in an amount to be proven at trial, and such damage is proximately caused by Defendants' conduct. Moreover, Defendants have at all times acted with a conscious disregard for BTM's rights, and are guilty of oppression, fraud, and malice. BTM is therefore entitled to recover exemplary and punitive damages from Defendants in an amount to be proven at trial.

Wherefore, BTM prays for judgment against Defendants, as set forth hereafter.

FIFTH CLAIM FOR RELIEF

(Intentional Interference With Existing Contractual Relations – Memorabilia) (Against All Defendants)

42. BTM repeats and realleges the allegations contained in paragraphs 1 through 41 as though fully set forth herein.

43. As alleged above, through the Authorization Agreement BTM has the exclusive right to use all Cheetah logos on memorabilia products (§ 6), and, based on that right, has entered into existing and valid contracts relating to the production and supply of such memorabilia, including clothing.

44. At all material times, Defendants were aware of the contracts between BTM and its suppliers, because such contracts are by and between BTM, on the one hand, and certain other members of the Thomas family, on the other hand.

45. Upon information and belief, Defendants engaged in acts designed to interfere with and/or disrupt BTM's contractual relationships with suppliers. For example, Defendants have purported to license the logo to a third party company based in

1 Illinois, and such company is using the logo to manufacture and sell clothing bearing the
2 Cheetah logo.

3 46. BTM has suffered, and will continue to suffer, damages in an amount to be
4 proven at trial, and such damage is proximately caused by Defendants' conduct.
5 Moreover, Defendants have at all times acted with a conscious disregard for BTM's
6 rights, and are guilty of oppression, fraud, and malice. BTM is therefore entitled to
7 recover exemplary and punitive damages from Defendants in an amount to be proven at
8 trial.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff BTM, LLC prays for judgment as follows:

11 A. That judgment be entered in its favor and against the Defendants, and each
12 of them;

13 B. A declaratory judgment that (i) the Authorization Agreement was not
14 terminated on or around May 31, 2013; and (ii) the Authorization Agreement remains in
15 full force and effect;

16 C. For compensatory and general damages according to proof;

17 D. For special damages according to proof;

18 E. For punitive and exemplary damages accordingly to proof;

19 F. For an order of specific performance requiring Defendants, and each of
20 them, to deliver to BTM the letters of authentication as set forth in the Authorization
21 Agreement.

22 G. For restitution and/or disgorgement of all sums unlawfully obtained by
23 Defendants;

24 H. For a preliminary and/or permanent injunction against Defendants;

25 I. For costs of suit, including all reasonable attorney's fees;

26 J. For prejudgment interest to the extent permitted by law; and

27 K. For such other relief as the Court deems just and proper

28 L. Awarding BTM its costs and attorney's fees incurred in this action; and

1 M. Awarding such other relief as the Court deems just and proper.
2

JURY DEMAND

3 In accordance with Rule 38 of the Federal Rules of Civil Procedure, BTM
4 respectfully demands a jury trial of all issues triable to a jury in this action.

5 Dated: March 18, 2014

6 Respectfully Submitted,

7 
8 By: _____
9 Steven A. Heath
10 Roger R. Steinbeck
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

10 Steven A. Heath
11 Roger R. Steinbeck
12 Attorneys for Plaintiff BTM, LLC

EXHIBIT A

Authorization Agreement.

This Authorization Agreement as of Dec,28 2001 by and between
BTM-LLC Manufacturer and Bill Thomas. a member of BTM LLC. of Arizona

Recitals

- A. Thomas has previously developed, manufactured and distributed a Specialty motor vehicle utilizing a certain set of specifications and Bearing the Name "Cheetah" ("Original Product").
- B. BTM-LLC wishes to manufacture a continuation model of the Original Product bearing the Name "Cheetah" ("Continuation Product") for Worldwide distribution with a letter ("Authentication Letter") from Bill Thomas affirming that each unit of the Continuation Product is an Authentic reproduction of the Original Product; and
- C. Thomas is willing to consent to such manufacture and distribution and To provide the Authentication Letter for up to one hundred (100) units Of the Continuation Product under the terms and conditions set forth Below.

NOW, THEREFORE, in consideration of mutual promises contained herein it is Agreed as follows;

1. Manufacture of the Product. Thomas consents to Manufacturer Manufacturing and distributing up to one hundred (100) units of the Continuation Product in accordance with the specifications used by Bill Thomas in the manufacture of the Original Product.
Manufacturer may deviate from the Original specifications to the extent Manufacturer reasonably believes that it is desirable to do so in order To assure the safety and efficient operation of the Continuation Product. Any and all deviations from Original Cheetah specifications are at the sole discretion and responsibility of the manufacturer
2. Authentication Letters. Manufacturer will provide one hundred (100) Authentication letters to Bill Thomas for him to execute, upon all Letters executed Thomas will store them in a locked fireproof safe Provided by the Manufacturer stored at his home, Upon each payment of The Royalty specified in Section 3 below, Thomas shall deliver to Manufacturer the original executed Authentication Letters in-groups of three (3) bearing the numbers requested by Manufacturer, within (14) days of such payment.
3. Royalty. The Royalty that the Manufacturer will pay Thomas for each Authentication Letter delivered to Manufacturer under Section 2 will be The sum of (\$3,000.00)
4. Exclusive Manufacturing Rights: Thomas agrees BTM-LLC of Arizona has full

and Exclusive Manufacturing rights Produce The New Bill Thomas Approved Cheetah series "001 through 100". Also BTM has Exclusive rights to use the Original BTM logo in all forms and designs.

5. Terms and Terminations: This agreement shall commence on the date first set forth above and shall continue

Indefinitely earlier of the 2 occur of the following:

- a. Manufacturer has completed the 100 Cheetahs and received the 100 authenticity letters.
- b. The parties mutually agree in writing to terminate the contract.
- c. Upon the failure of one of the parties to cure a material breach of this contract Within thirty (30) days after being served with written notice of the breach, the other party may terminate this contract upon thirty (30) days prior written notice.

6. Commercial symbols, decals, logos, T-shirts, hats, and any form of apparel will be referred to as Memorabilia. Thomas consents to the use of all memorabilia which was used in the marketing and distribution of the original Cheetah project to be used by the manufacturer and its authorized distributor in marketing and distribution of the new continuation "Cheetah Automobile." Manufacturer BTM LLC has exclusive rights to the marketing and distribution of all memorabilia products with the right to appoint a distributor from time to time to assist in the marketing and distribution of memorabilia products. BTM LLC reserves the right to suspend, stop and or cancel the distributor's right to marketing and distribution of any and all memorabilia products at any time. Thomas reserves the right to produce all memorabilia products to be sold to BTM LLC with exception of products Thomas is unable to produce. BTM LLC has the right to find a supplier that can produce that certain product.

7. No Joint Venture. This Agreement does not constitute and shall not be construed to constitute an agency, a partnership or a joint venture between Manufacturer and Thomas. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any nature to any third party.
8. Entire Agreement. This Agreement contains the entire understanding between the parties. No representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any and all other oral or written agreements entered into between the parties. This agreement may be amended only in writing signed by both parties.
9. Binding Effect: Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs,

10. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with the internal law of the State of Arizona without reference to principles of conflicts of law.

11. **Indemnification** Manufacturer shall defend, indemnify and hold harmless Bill Thomas and his heirs from and against any and all claims (including reasonable attorney fees), arising out of his authenticating the original cheetah. It is my understanding these cheetahs will be sold for off road use only, and are not to be used on public roads, highways or streets.

Bill Thomas member BTM LLC of Arizona

Bill Phoenix

Charles Auxier member BTM LLC of Arizona

Charles A. Austin

member BTM LLC of Arizona

Atteck

member BTM LLC of Arizona

EXHIBIT B

Certificate of Authenticity

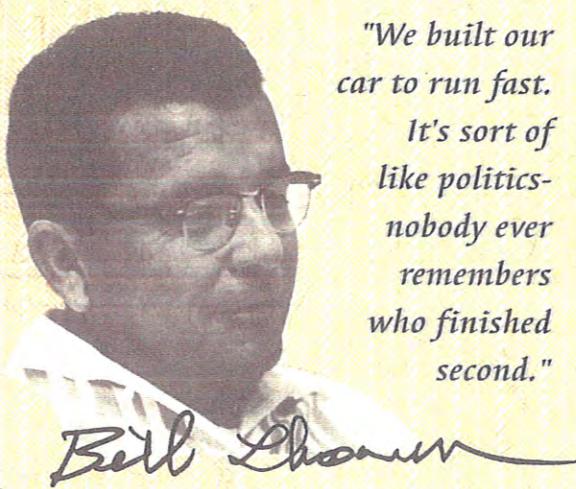
Bill Thomas Authorized
Limited Race Car Series "001 through 100"



NO. 029

This letter certifies the motor vehicle manufactured by BTM LLC of Arizona, bearing the vehicle sequence number recorded above is an Authentic Continuation of the Original Cheetah Automobile developed and manufactured by Bill Thomas in Anaheim, California, between the years 1963-1966 and has been manufactured in accordance with the specifications of the original Cheetah except for necessary upgrades and modernization to enhance the safety and efficient operation. Any and all deviations from the original Cheetah specifications are at the sole discretion and responsibility of the manufacturer.

Manufacture of the Original Cheetah was discontinued in 1966 and, until now, additional units of the Cheetah have not been available anywhere. With my consent BTM LLC of Arizona has Full Exclusive Authority to reproduce the Original Bill Thomas Cheetah as it has been a long 35 year hiatus.



*"We built our
car to run fast.
It's sort of
like politics-
nobody ever
remembers
who finished
second."*



BILL THOMAS
Authorized Signature of BTM, LLC



EXHIBIT C

----- Forwarded message -----

From: Robert Auxier <btmcheetah@gmail.com>

Date: Wed, Apr 24, 2013 at 10:22 AM

Subject: Cheetah Letter funds

To: Frank Thomas <pack13000@gmail.com>

Hi Frank.,

Please say hello to Violet for us.,

I am really pushing the 63 Cheetah Business as hard as I can.,

I have a question regarding letter funds #031 #032 & maybe #033

I need to know what name goes on cashiers check???

Robert Auxier !!!

Robert Auxier

BTM Cheetah Owner

Phone: [623-606-3155](tel:623-606-3155)

Email: BTMCheetah@gmail.com

Website: <http://www.billthomascheetah.com>

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge James V. Selna and the assigned Magistrate Judge is Robert N. Block.

The case number on all documents filed with the Court should read as follows:

SACV14-00414 JVS (RNBx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

March 18, 2014

Date

By D. Lagman

Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701

Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>)		DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>)
BTM, LLC, an Arizona Limited Liability Company		William P. Thomas, III; Frank Thomas, Carolyn Thomas Walter, Barbara Thomas
(b) County of Residence of First Listed Plaintiff <u>Maricopa, AZ</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>		County of Residence of First Listed Defendant <u>Orange, CA</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i>
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. Steven A. Heath, Heath & Steinbeck LLP, 2500 Broadway, Suite F-125 Santa Monica, CA 90404, Tel: (424) 238-4532		Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.)		III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant)					
<input type="checkbox"/> 1. U.S. Government Plaintiff	<input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party)	Citizen of This State	<input type="checkbox"/> PTF 1	<input checked="" type="checkbox"/> DEF 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> PTF 4	<input type="checkbox"/> DEF 4
<input type="checkbox"/> 2. U.S. Government Defendant	<input checked="" type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input checked="" type="checkbox"/> 5	<input type="checkbox"/> 5
		Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. ORIGIN (Place an X in one box only.)							
<input checked="" type="checkbox"/> 1. Original Proceeding	<input type="checkbox"/> 2. Removed from State Court	<input type="checkbox"/> 3. Remanded from Appellate Court	<input type="checkbox"/> 4. Reinstated or Reopened	<input type="checkbox"/> 5. Transferred from Another District (Specify)	<input type="checkbox"/> 6. Multi-District Litigation		

V. REQUESTED IN COMPLAINT: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				(Check "Yes" only if demanded in complaint.)			
CLASS ACTION under F.R.Cv.P. 23: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				<input type="checkbox"/> MONEY DEMANDED IN COMPLAINT: \$ \$75,000 minimum			

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

(1) Declaratory relief; (2) Breach of contract; (3) Specific performance; (4) Intentional interference with contractual relations

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS	
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights	
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent		
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark		
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	TORTS PERSONAL INJURY				
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 530 General	SOCIAL SECURITY		
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)		
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	Other:			
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 862 Black Lung (923)		
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))		
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 350 Motor Vehicle Product Liability	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 864 SSID Title XVI		
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 865 RSI (405 (g))		
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 360 Other Personal Injury	FEDERAL TAX SUITS			
<input type="checkbox"/> 893 Environmental Matters	REAL PROPERTY				<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881		
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	CIVIL RIGHTS			
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 441 Voting		<input type="checkbox"/> 720 Labor/Mgmt. Relations	
			<input type="checkbox"/> 442 Employment		<input type="checkbox"/> 740 Railway Labor Act	
			<input type="checkbox"/> 443 Housing/ Accommodations		<input type="checkbox"/> 751 Family and Medical Leave Act	
			<input type="checkbox"/> 444 American with Disabilities- Employment		<input type="checkbox"/> 790 Other Labor Litigation	
			<input type="checkbox"/> 445 American with Disabilities-Other		<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	
			<input type="checkbox"/> 446 American with Disabilities-Other			
			<input type="checkbox"/> 448 Education			

SACV14 - 00414 JVS (RNBX)

FOR OFFICE USE ONLY:

Case Number:

CV-71 (11/13)

CIVIL COVER SHEET

Page 1 of 3

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court?	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	<input type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action?	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> A PLAINTIFF?	<input type="checkbox"/> A DEFENDANT?	
If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	Then check the box below for the county in which the majority of DEFENDANTS reside.		
	<input type="checkbox"/> Los Angeles		<input type="checkbox"/> Los Angeles
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo
	<input type="checkbox"/> Orange		<input type="checkbox"/> Orange
	<input type="checkbox"/> Riverside or San Bernardino		<input type="checkbox"/> Riverside or San Bernardino
	<input type="checkbox"/> Other		<input type="checkbox"/> Other

Question C: Location of plaintiffs, defendants, and claims? (Make only one selection per row)	A. Los Angeles County	B. Ventura, Santa Barbara, or San Luis Obispo Counties	C. Orange County	D. Riverside or San Bernardino Counties	E. Outside the Central District of California	F. Other
Indicate the location in which a majority of plaintiffs reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies:	C.2. Is either of the following true? If so, check the one that applies:
<input checked="" type="checkbox"/> 2 or more answers in Column C	<input type="checkbox"/> 2 or more answers in Column D
<input type="checkbox"/> only 1 answer in Column C and no answers in Column D	<input type="checkbox"/> only 1 answer in Column D and no answers in Column C
<p>Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below.</p> <p>If none applies, answer question C2 to the right. →</p>	
<p>Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below.</p> <p>If none applies, go to the box below. ↓</p>	
<p>Your case will initially be assigned to the WESTERN DIVISION. Enter "Western" in response to Question D below.</p>	

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	Southern Division

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

IX(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? NO YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? NO YES

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)

- A. Arise from the same or closely related transactions, happenings, or events; or
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): _____

DATE: March 18, 2014

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))